

**SETTLEMENT AGREEMENT BETWEEN STATE BOARD OF PHARMACY
AND DARLENE J. ATKINSON**

Darlene J. Atkinson ("Licensee") and the State Board of Pharmacy ("Board") enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license will be subject to discipline.

Pursuant to the terms of Section 536.060, RSMo 2000, the parties hereto waive the right to a hearing by the Administrative Hearing commission of the state of Missouri and, additionally, the right to a disciplinary hearing before the Board under Section 621.110, RSMo 2000, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Licensee acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; and right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the Board at which time she may present evidence on mitigation of discipline; and the right to request the recovery of attorney's fees incurred in defending this action against her license. Being aware of these rights provided to Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to her.

Licensee acknowledges that she has received a copy of the investigation report and other documents relied upon by the Board in determine there was cause for discipline, along with citations to law and/or regulations the Board believes were violated. For purpose of settling, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's pharmacist license, license number 043709, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 (Cum. Supp. 2005) and Chapter 338, RSMo¹.

Joint Stipulation of Facts

1. The Board is an agency of the State of Missouri created pursuant to Section 338.140, RSMo, for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.
2. Licensee holds a license from the Board as a pharmacist, license number 043709. Licensee's Missouri pharmacist license was current and active at all times relevant herein, and is presently still active.
3. At all times relevant, Licensee was employed at Dillon Pharmacy ("Dillon") in Springfield, Missouri as a pharmacist.
4. In her position as a Pharmacist, Licensee had developed a relationship of professional trust with Dillon and its customers.
5. On or about January 1, 2007, while working at Dillon, Licensee processed three fraudulent prescriptions for herself.

¹ All statutory references are to the 2000 Revised Statutes of Missouri, as amended, unless other wise stated.

6. The three prescriptions were for 500 mg Azithromycin ("Z-Pack"), 180 cc Phenergan with Codeine, and an Albuterol Inhaler.

7. Licensee's actions were discovered during a routine second check of new prescriptions when the hardcopies for these three prescriptions were missing.

8. Dillon then verified with the doctor's nurse on January 23, 2007 and January 29, 2007 that these prescriptions were fraudulent.

9. On February 4, 2007, Licensee admitted to forging prescriptions 500 mg Z-Pack, 180 cc Phenergan with Codeine, and an Albuterol Inhaler for her own use.

10. Section 338.055, RSMo, in pertinent part, states as follows:

2. The board may cause a complaint to be filed with the Administrative Hearing Commission as provided by Chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate or registration or authority, permit or license for any one or any combination of the following causes:

* * *

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

(6) Violation of, or assisting or enabling any person to violate, any provisions of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

* * *

(13) Violation of any professional trust and/or confidence;

* * *

(15) Violation of the drug laws or rules and regulations of this state, any other state, or the federal government[.]

11. Cause exists for the Board to take disciplinary action against Licensee pursuant to Section 338.055.2(5) because Licensee's actions in processing fraudulent prescriptions for herself constitute fraud, misrepresentation, and dishonesty in the performance of Licensee's duties as a licensed pharmacist.

12. Cause exists for the Board to take disciplinary action against Licensee pursuant to Section 338.055.2(13) because Licensee's actions in processing fraudulent prescriptions for herself violate the trust that Dillon and the public placed in Licensee by virtue of her professional licensure and employment with Dillon that Licensee will abide by the laws and regulations of the State of Missouri, and conduct herself in an honest and trustworthy way as a licensed pharmacist.

13. Cause exists for the Board to take disciplinary action against Licensee pursuant to Section 338.055.2(6) and (15) because Licensee's actions in processing fraudulent prescriptions for herself are in violation of Section 338.010, RSMo and other state and federal drug laws and regulations.

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of Section 621.045.3, RSMO.

1. Licensee's license as a pharmacist, license number 043709, is hereby placed on **PROBATION for THREE (3) YEARS.**

2. Licensee shall keep the Board apprised of her current home and work addresses and telephone numbers. If at any time Licensee is employed by a temporary employment agency or maintains employment that requires frequent daily or weekly changes of work locations she must provide the Board with all scheduled places of employment in writing prior to any scheduled work time.

3. Licensee shall pay all required fees for licensing to the Board and shall renew her license prior to October 31st of each permitting year.

4. Licensee shall comply with all provisions of Chapter 338, Chapter 195, RSMo, and all applicable federal and state drug laws, rules and regulations and with all federal and state criminal laws. "State" as used in this paragraph includes the State of Missouri and all other states and territories of the United States.

5. Licensee shall not serve as a preceptor for interns.

6. Licensee shall not serve as a pharmacist in charge or in a supervisory capacity without prior approval of the Board.

7. Licensee shall not fill prescriptions for herself or her family members.

8. If, after disciplinary sanctions have been imposed, Licensee ceases to keep her Missouri license current or fails to keep the Board advised of her current place of employment and residence, such periods shall not be deemed or taken as any part of the time of discipline so imposed.

9. If, after disciplinary sanctions have been imposed, Licensee begins employment as a pharmacist or technician outside of the State of Missouri, such periods shall not be deemed or taken as any part of the time of discipline so imposed. Licensee may petition the Board to seek a waiver for any portion of this requirement by making such a request in written form to the Board for its consideration. No exception will be made to this requirement without prior Board approval.

10. If Licensee leaves the State of Missouri for more than 30 consecutive days, such periods shall not be included as a part of the time of discipline so imposed.

11. Licensee shall attend personal interviews to be conducted by a member of the Board or the Board of Pharmacy's staff. Said meetings will be at the Board's discretion and may occur periodically during the disciplinary period. Licensee will be given reasonable notice of these meetings in advance.

12. Licensee shall report to the Board, on a preprinted form supplied by the Board office, once every six (6) months, beginning six (6) months after this Order becomes effective, stating truthfully whether or not she has complied with all terms and conditions of this disciplinary Order.

13. Licensee's failure to comply with any condition of discipline set forth herein constitutes a violation of this disciplinary Order.

14. Licensee shall provide all current and future pharmacy and drug distributor employers and pharmacists/managers-in-charge a copy of this agreement and disciplinary Order within five (5) business days of the effective date of discipline or the beginning date of each employment. If at any time Licensee is employed by a temporary employment agency

she must provide each pharmacy and drug distributor employer and pharmacist/manager-in-charge a copy of this agreement and disciplinary Order prior to, or at the time of any scheduled work assignments.

15. The parties to this agreement understand that the Board of Pharmacy will maintain this agreement as an open record of the Board as provided in Chapters 338, 610, and 620, RSMo.

16. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

17. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 U.S.C. Section 1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof void or unenforceable.

18. Licensee understands that it may, either at the time the settlement agreement is signed by all parties, or within fifteen (15) days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license as a pharmacist. If Licensee desires the Administrative hearing Commission to review this agreement, Licensee may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

19. If Licensee requests review, this settlement agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the settlement agreement sets forth cause for disciplining Licensee's permit. If Licensee does not request review by the Administrative Hearing Commission, the settlement agreement goes in to effect fifteen (15) days after the document is signed by the Executive Director of the Board.

LICENSEE

STATE BOARD OF PHARMACY

By: Darlene J. Atkinson
Darlene J. Atkinson

Debra C. Ringgenberg
Debra C. Ringgenberg
Executive Director
State Board of Pharmacy

Date January 28, 2008

Date February 1, 2008

JEREMIAH W. (JAY) NIXON
Attorney General

A handwritten signature in black ink, appearing to read 'Neel Mookerjee', is written over a horizontal line.

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